

power and it shall be their duty thereafter to sell, and in case of any default of any purchaser to resell the said described land and premises at public auction, upon such terms and conditions, in such parcels, at such time and place, and after such previous public advertisement as the parties of the second part or the trustee or trustees substituted as hereinafter provided acting in the execution of this trust shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost, of the purchaser, or purchasers thereof, who shall not be required to see to the application of the purchase money; and of the proceeds of said sale or sales: FIRSTLY, to pay all proper costs, charges, and expenses, including all fees and costs herein provided for, and all moneys advanced for taxes, insurance, and assessments, with interest thereon as provided herein, and all taxes, general and special, due upon said land and premises at time of sale, and to retain as compensation a commission on the amount of said sale or sales equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; SECONDLY, to pay whatever may then remain unpaid, of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, LASTLY, to pay the remainder of said proceeds, if any there be, to said parties of the first part, their heirs and assigns, upon the delivery and surrender to the purchaser, his, her or their heirs or assigns, of possession, of the premises so as aforesaid sold and conveyed, less the expense, if any, of obtaining possession.

The parties of the first part hereby covenant and agree as follows:

1. That they will, during the continuance of this trust, keep the buildings now upon the said property herein conveyed, or that may hereafter be erected thereupon during the continuance of this trust, incessantly insured for their full insurable value against loss or damage from fire and tornado and such other risks as may be specified by the said Jim Walter Corporation, its successors or assigns, in companies acceptable to the said Jim Walter Corporation, its successors or assigns, and will deliver each such policy, with satisfactory mortgage clause attached, to the said Jim Walter Corporation, its successors or assigns, promptly, and that the said parties of the first part, will pay the premium or premiums for such insurance promptly as the same becomes due and payable, and in case they should fail to furnish such insurance or to pay such premiums thereon, then the said Jim Walter Corporation, its successors or assigns, shall have the right to procure such insurance and to pay such premiums and collect the amount so paid from the parties of the first part, with interest at six percent (6%) per annum from the time or times of payment until so collected, and this deed of trust shall be and remain security for the payment of same. If the premises covered hereby or any part thereof shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amount paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the said Jim Walter Corporation, its successors or assigns, and at the option of said Jim Walter Corporation, its successors or assigns, may be applied to the sum secured hereby or released for the repairing or rebuilding of the premises.

2. That they, the said parties of the first part, will, during the continuance of this trust, keep the buildings, improvements, appurtenances and fixtures now upon the said property herein conveyed, or that may hereafter be erected, placed or attached thereupon during the continuance of this trust, in a state of good order and repair and fully protected from the elements to the satisfaction of the said Jim Walter Corporation, its successors or assigns, and will not commit or permit any waste thereof; and should parties of the first part fail to conform to any or all of the above stipulations the said Jim Walter Corporation, its successors or assigns, shall then have the right to make such repairs as may be necessary to keep the buildings, improvements, appurtenances and fixtures in good order and repair, and the expenses thereof shall be a charge hereby secured and bear interest at the rate of six percent (6%) per annum from the time of such payment, and this deed of trust shall be and remain security for the payment of same.

3. That they, the said parties of the first part, will pay all taxes, charges and assessments which may be levied or assessed against the property hereby conveyed; and further covenant and agree not to suffer or permit all or any part of said taxes, charges or assessments to become or remain delinquent, or to permit the property or any part thereof to be sold for taxes, and further to furnish annually to said Jim Walter Corporation, its successors or assigns, all tax and assessment receipts showing full payment of said taxes, charges or assessments; that should parties of the first part fail to pay all or any part of said taxes, charges or assessments which shall be levied or assessed against any of said property, then the said Jim Walter Corporation, its successors or assigns, may, at the option of said Jim Walter Corporation, its successors or assigns, pay said taxes, charges or assessments, or redeem the property from tax sale, if it has been sold, and the parties of the first part hereby agree to repay to said Jim Walter Corporation, its successors or assigns, any and all sums which may have been paid or for which said Jim Walter Corporation, its successors or assigns, may have become obligated in paying said taxes, charges, or assessments, or in redeeming said property from any tax sale, together with interest at six percent (6%) per annum from the date the same shall have been paid, and this deed of trust shall cover the same and stand as security therefor.

4. That they the said parties of the first part, will pay all sums, including costs, expenses and reasonable attorneys' fees, which said Jim Walter Corporation, its successors or assigns, may incur or expend in any proceeding to sustain the lien of this deed of trust or its priority, or in defending against the liens or claims of any person or persons asserting priority over this deed of trust, together with interest on any such sums at the rate of six percent (6%) per annum until paid, and this trust shall stand as security therefor.

5. That should they, the said parties of the first part, suffer or permit a delinquency to occur in an instalment or other payment for taxes, charges, assessments and insurance, the said Jim Walter Corporation, its successors or assigns, may, at the option of said Jim Walter Corporation, its successors or assigns, engage legal counsel to collect the said delinquent instalment, taxes, charges, assessments and insurance, and parties of the first part will reimburse said Jim Walter Corporation, its successors or assigns, for all such reasonable attorneys' fees and the failure of parties of the first part promptly to make such reimbursement shall, at the option of the said Jim Walter Corporation, its successors or assigns, constitute a default in the terms of this deed of trust.

6. That they, the said parties of the first part, will, upon demand of said Jim Walter Corporation, its successors or assigns, deposit monthly sums sufficient to cover the pro rata charges necessary to pay all taxes, assessments and hazards insurance, such sums to be estimated by said Jim Walter Corporation, its successors or assigns, and held to be used only for the payment of the above charges.

7. That they, the said parties of the first part will warrant generally the land and premises hereby conveyed, and will execute such further assurance of said land as may be requisite or necessary.

THE COVENANTS herein contained shall bind, and the benefits and advantages thereof shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.